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#### **Contract Database Metadata Elements**

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Uniondale Ufsd And Uniondale  
Secretarial Assn

636 SD  
19670 WC

A G R E E M E N T

between

UNIONDALE UNION FREE SCHOOL DISTRICT

- and -

THE UNIONDALE SECRETARIAL ASSOCIATION

Effective: July 1, 2001 through June 30, 2006

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

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CONCILIATION

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AGREEMENT made this 12 day of December, 2001 by and between UNIONDALE UNION FREE SCHOOL DISTRICT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK (hereinafter referred to as the District), and the UNIONDALE SECRETARIAL ASSOCIATION (hereinafter referred to as the Association).

WITNESSETH:

WHEREAS, the Association has heretofore been certified as the bargaining agent for the clerical negotiating unit for employees of the District under and pursuant to Article 14 of the Civil Service Law of the State of New York, as amended; and

WHEREAS, after negotiations the parties have agreed upon certain terms and conditions of employment which shall be effective for the duration of this agreement.

NOW, THEREFORE, in consideration of the covenants, agreements, terms and conditions hereinafter set forth, the parties have agreed one with the other as follows:

ARTICLE I - TERM OF AGREEMENT

This Agreement shall be effective for a five (5) year period beginning July 1, 2001 and terminating June 30, 2006.

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ARTICLE II - RECOGNITION

The Association is hereby recognized pursuant to Article 14 of the Civil Service Law as the exclusive bargaining agent for all regular salaried clerical employees of the District, excluding secretaries to the Superintendent, Assistant Superintendent for Instruction, Assistant Superintendent for Business Affairs, and the Personnel Administrator.

ARTICLE III - COMMENCEMENT OF NEGOTIATIONS FOR A NEW AGREEMENT

This contract will be automatically renewed for the following fiscal year unless the Association presents its proposals for a new contract for such period on or before the February 1st preceding the expiration of the Agreement.

ARTICLE IV - HOLIDAYS

Twelve-month employees shall have paid holidays on the days listed below provided school is closed on those days:

New Year's Day  
Presidents' Day  
Veteran's Day  
Memorial Day  
Independence Day  
Labor Day

Election Day  
Good Friday  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

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In the event school is in session on any of the above-mentioned holidays, the parties shall mutually agree on another day off when school is not in session.

Provided that school is actually closed twelve (12) month employees covered by this Agreement shall receive the following paid holidays:

Columbus Day  
Holy Thursday  
Rosh Hashanah

Martin Luther King Day  
Yom Kippur

If any employee is required by the District to work on any of the above-designated holidays when school is not in session, said employee shall be paid time and one-half for the period worked and shall be granted compensatory time off for the period worked.<sup>1</sup>

#### ARTICLE V - VACATIONS

A. All members of the unit who are employed on a twelve (12) month basis shall be entitled to vacation allowance according to the following schedule:

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<sup>1</sup> In the event that there is no weeklong recess during the week of Lincoln's Birthday, but school is not in session on Lincoln's Birthday, then Lincoln's Birthday shall be an additional holiday in such a year.

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<u>Fiscal Year (July 1 - June 30):</u>	<u>No. of Days</u>
During 1st fiscal year of employment (Date of appointment thru June 30)	0
Starting in 2nd fiscal year of employment (Pro rata based on date of appointment - See Section C of Article V)	10 (Max.)
Starting in 3rd fiscal year of employment	10
Starting in 4th fiscal year of employment	10
Starting in 5th fiscal year of employment	12
Starting in 6th fiscal year of employment	12
Starting in 7th fiscal year of employment	15
Starting in 8th fiscal year of employment	15
Starting in 9th fiscal year of employment	15
Starting in 10th fiscal year of employment	15
Starting in 11th fiscal year of employment	15
Starting in 12th fiscal year of employment and each year thereafter	20

B. In the event of termination of employment before the end of a vacation year, twelve-month employees who have been employed in the District for more than one year immediately preceding such termination shall be paid for their accumulated vacation according to the following guidelines:

6 months of service (January 1)	one-half of their vacation entitlement
9 months of service (April 1)	three quarters of their vacation entitlement
12 months of service (July 1)	full vacation entitlement

The provisions of this section shall not apply to those employees terminated for just cause.

C. Any 12-month employee hired after July 1 shall be entitled to a pro rata vacation during the July or August follow-

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ing his/her date of employment, provided he/she has worked two months or more.

D. No vacation entitlement, or portion thereof, may be accumulated or added to a vacation entitlement for a subsequent year, and if not taken during the twelve-month period following the date it is considered earned, it shall be deemed waived without further obligation of the District.

E. Vacation schedules shall be mutually agreed upon by the concerned employee and the supervisor involved.

F. 1. When a member of the unit transfers from a ten-month to a twelve-month position, vacation entitlement shall be determined in the following manner:

- (a) For a full-time employee, the number of months actually worked by the employee as a contract employee (not substitute) will be added and then divided by twelve (12) to determine the number of years employed;
- (b) For a part-time employee, the number of months actually worked by the employee as a contract employee (not substitute) will be added and then divided by two (2), then divided by twelve (12) to determine the actual number of years employed;
- (c) When transfers occur during July and August, the vacation entitlement will commence during that summer;
- (d) When the transfer occurs during the school year, the vacation entitlement shall commence the first summer following the transfer on a prorated basis.



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2. In the event an employee's workyear is changed from twelve (12) months to ten (10) months, the employee shall follow the ten (10) month work schedule and shall be paid for all unused accrued vacation at the time the workyear is changed.

#### ARTICLE VI - LEAVES

A. Immediate Family: is defined for purposes of this article as: an employee's spouse, children, grandchildren, parents, foster parents, parents-in-law, brother, sister, or other relatives for whose financial or physical care the employee is responsible. An employee shall not be considered responsible for said "other relative" unless said person resides in the same residence as the employee and is deductible upon the employee's United States Income Tax Return.

B. Leaves Because of Illness of Someone Other Than a Member of the Association:

An employee shall be granted leave with pay, chargeable to sick leave for the following reasons:

1. If absence is necessitated by exposure to contagious disease in which the health of students or other employees would be impaired by the employee's attendance. Such absence shall be subject to the approval of the school doctor whose decision as to necessity shall be final.

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2. In the case of illness or serious injury to a member of the employee's immediate family which necessitates the employee's absence from work because of the need for the personal attention of the employee. This leave shall be limited to a maximum of twelve (12) days per year.

C. Death Leave: An employee shall be granted up to a maximum of five (5) days leave with full pay during the school year for the death of each member of the employee's immediate family and the employee's grandparents, provided that the employee attends the services, if any, for the deceased. Such leave shall not be cumulative if unused and shall not be charged against sick leave. In the event of the death of an employee's spouse, the leave may be extended to a maximum of ten (10) days. In the event of a death of a relative not in the immediate family, or the death of a close friend, the employee may take personal business leave. In extraordinary circumstances, the Superintendent may, in his/her sole, unreviewable discretion, grant permission to take paid death leave days for the death of individuals not in the employee's immediate family.

D. Personal Business Leave: An employee hired before July 1, 1976 shall be allowed up to three (3) days of leave with full pay, one of which shall be deducted from sick leave, during each school year for the purpose of transacting or attending to

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personal business which requires absence during school hours. Employees hired on or after July 1, 1976 shall be allowed up to two (2) days of leave with full pay during each school year for the purpose of transacting or attending to personal business which requires absence during school hours. A list of acceptable reasons for such leave days is contained in Appendix A annexed hereto. Except in emergencies, an employee desiring to leave hereunder shall give his or her building principal or immediate supervisor written applications therefor at least three (3) school days in advance of the day he or she proposes to be absent. Such leave shall not be cumulative and shall be subject to the Board through the Superintendent of Schools. Said application shall indicate which of the approved reasons set forth in Appendix A is the basis for the absence. Approval will not be denied except in the event of an emergency.

Personal business leave shall be used only for the purpose of handling personal affairs which cannot be transacted on the weekend or after school hours. It is not for casual or indiscriminate use. Any employee who by willful misrepresentation violates this policy shall forfeit any further right hereunder until reinstated by the Board on recommendation of the Superintendent of Schools.

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E. Sick Leave: Each employee shall be credited with ten (10) days sick leave per year for each of the first three (3) years of continuous employment and one (1) day per month beginning in the fourth (4th) year of continuous employment in the District, all of which shall be cumulative to two hundred (200) days.

F. Unused Leave Incentive Plan: The District agrees to pay a salary differential in the amount specified below to each employee covered by this Agreement, who, by his/her attendance record, becomes eligible for the Unused Leave Incentive Plan during the prior year. The Unused Leave Incentive Plan shall operate as follows:

Any employee who did not absent himself/herself from work at all in the year shall receive \$500.00. Any employee who did not absent himself/herself from work for more than three (3) days in the year shall receive \$300.00. Employees who receive the \$500.00 differential are not eligible for the \$300.00 differential. The absences referred to herein are those charged to Sick Leave under the terms of this Agreement. Payment shall be made in a single sum in a separate paycheck in August following the year of the outstanding attendance record.

G. Upon retirement, employees shall be paid three-fourths (3/4) day's pay for each day of accumulated sick leave in

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excess of 165 days up to and including 185 days, and full pay for each day in excess of 185 up to and including 200 days.

H. Child Care Leave: Upon request, employees will be granted a leave of absence without pay not to exceed two (2) years duration for newborn child care purposes, and upon return from such leave shall be reinstated in the same or a comparable position, and shall advance to the next step on the salary schedule, but the time of absence shall not apply to any longevity increment calculations. Such leaves shall be without pay or other employee benefits except that an employee may, at his or her own cost and expense, continue as an enrolled member of his/her group benefit plan.

I. On-the-Job Injuries: Members of the unit hired on or after February 23, 1982, who are injured while on the job, shall apply for Workers' Compensation benefits. However, the injured employee may use his/her sick leave entitlement under this agreement for the waiting period prior to the commencement of Workers' Compensation benefits. Thereafter, employees shall have the option of using their accumulated unused sick leave or Workers' Compensation. In the event the employee determines to use his/her accumulated unused sick leave, the Employer shall be entitled to the Workers' Compensation benefits for the period that the employee utilized his/her accumulated sick leave. In

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the event the disability continues beyond the period of accumulated sick leave, the employee may continue to use Workers' Compensation benefits.

Members of the unit hired prior to February 23, 1982, who are injured while on the job, shall apply for Workers' Compensation benefits and may use their sick leave for the waiting period prior to eligibility for Workers' Compensation. Thereafter, the District shall pay the difference between the employee's regular salary and Workers' Compensation benefits for a maximum of one (1) calendar year, and thereafter Workers' Compensation shall apply.

Thereafter, the disabled worker will be entitled to apply his/her accumulated sick leave for time lost as a result of the "on-the-job" injury and the money received from Workers' Compensation will be turned over to the District. The money received by the District shall be used to "buy back" and reinstate sick leave days for the employee involved. The amount of days credited shall be based on the amount of days which can be purchased by the monies reimbursed from Workers' Compensation at the employee's daily rate of pay. Fractions of days shall not be counted.

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Where possible, all employees shall provide the Business Office with notice of an on-the-job injury within 24 hours of the accident.

ARTICLE VII - INSURANCE BENEFITS

A. Health Insurance: The District shall pay 100% of the premium for the State Health Insurance Plan for each employee, provided, however, that effective July 1, 1998, the District shall pay 95% of the premium and the employee shall pay 5% of the premium and, provided further, that effective July 1, 1999, the District shall pay 90% of the premium and the employee shall pay 10% of the premium. For newly hired employees, the District shall make payment as set forth above, provided that signed applications are on file in the business office by the first day of work, effective on the first day of work. The District shall have no obligation thereafter until proper application has been received by the District, and then only effective on the first day of the month following the receipt of such application.

Members hired on or after October 29, 1984 shall not be eligible for health insurance by the District if they are eligible for coverage under the plan of a spouse, provided the spouse's coverage is comparable to the health insurance plan being provided by the District for other members of the bargain-

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ing unit. This shall not preclude the employee from enrolling for coverage at a time when he/she is aware that the spouse's coverage will terminate. The enrollment date shall not allow for dual coverage.

Members of the unit who withdraw from the District's plan during the life of this agreement shall receive \$500 if they were covered by the family plan, and \$250 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period. Thereafter, such employees shall receive \$250 in the first pay period of December, provided the employee has not received the initial payment within six (6) months.

Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period provided, however, that in the case of a member who reenters in less than twelve (12) months no payment shall be made. After the twelve (12) month period, such member may only reenter the plan if he/she is no longer covered by the comparable plan of a spouse.

The District may switch carriers to another plan providing comparable coverage to the statewide plan. At least ninety (90) days' notice shall be given to the Association. Such



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switch may not be made unless the District has switched for at least one other bargaining unit in the District.

For employees on the payroll prior to July 1, 1978, eligibility shall be determined as it has in the past. To be eligible for health insurance coverage, employees hired on or after July 1, 1978 must work a minimum of twenty (20) hours per week and earn a minimum of \$5,000 per year.

Effective July 1, 1998, the District shall implement an IRC § 125 Plan with regard to contributions made by employees toward the cost of their health insurance premiums and the opt-out payment for declining health insurance.

B. Group Life Insurance: The District shall provide a Thirty Thousand (\$30,000) Dollar group term life insurance policy covering members of the unit. This increase shall be effectuated as soon as coverage can be arranged with the insurance broker and/or provider.

C. Dental Insurance: The District agrees to pay the pro rata gross amount based on the same percentage figures as the Uniondale Teachers Association formula. No other payments shall be made under any circumstances by the District, but the District agrees to deduct and remit to the insurer such amount as insurer and the Association certify as the balances required from the

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employees' salaries. The District shall have no further or other liability with respect to the dental insurance plan premiums.

D. Disability Insurance: The District agrees to pay the pro rata gross amount based on the same percentage figures as the Uniondale Teachers Association formula. No other payments shall be made under any circumstances by the District, but the District agrees to deduct and remit to the insurer such amount as insurer and the Association certify as the balances required from the employees' salaries. The District shall have no further or other liability with respect to the disability insurance plan premiums.

E. Vision Plan: The District shall provide unit members with the same vision plan (limited, however, to individual coverage) that is provided to teachers as of the date of this Agreement. Unit members shall have the option (if allowed by the Plan) to obtain family coverage at their own expense by paying the difference between individual coverage and family coverage. This benefit will be put into effect as soon as coverage can be arranged with the insurance broker and/or provider.

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ARTICLE VIII - GRIEVANCE PROCEDURE

A. Declaration of Purpose

1. The following procedure shall be used for the orderly processing of grievances of the clerical staff of the Uniondale Union Free School District, Town of Hempstead, State of New York.

B. Definitions

1. Employer - Uniondale Union Free School District, Town of Hempstead.

2. Employee - Any person directly employed and compensated by the District in the clerical negotiating unit.

3. Immediate Supervisor - The individual or individuals having direct and initial supervision over the aggrieved employee, as set forth in Section G hereof.

4. Informal Hearing - Oral explanation and discussion of an alleged grievance by the aggrieved employee and his/her superiors.

5. Formal Hearing - Any hearing at which either party to the grievance is represented by or has accompanying him or her one person of his or her choosing and at which all matters brought forth before the hearing officer or officers shall be recorded.

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6. Chief Executive Officer - The Superintendent of Schools.

7. Grievance - Any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules in effect at Uniondale Union Free School District, or any department thereof, relating to or involving health or safety, physical facilities, materials or equipment furnished to employees or in the supervision of employees and working conditions, provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceedings or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

8. Days - Unless otherwise specified shall mean working days.

C. The First Procedural Stage

1. Any grievance shall be described in writing and presented to the immediate supervisor. All grievances must be presented within ten (10) days of the act(s) giving rise to the alleged grievance or they shall be deemed waived.

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2. The immediate supervisor shall hold an informal hearing within two (2) days from the date of receipt of such notice of grievance.

3. The immediate supervisor shall, to such extent as he/she may deem appropriate, consult with his/her superiors and attempt to settle the matter no later than three (3) days after the informal hearing. The Supervisor shall render the decision in writing.

4. In the event the employee is not satisfied with the conclusion reached as the result of the informal hearing, he/she shall request, in writing, a further such hearing from the next responsible superior as described in Section G hereof.

5. The Personnel Administrator or the Assistant Superintendent for Instruction, as set forth in Section G hereof, shall be the last supervisor to hold such an informational hearing.

6. In no case will any supervisor take more than two (2) days from the date of receiving such request nor more than three (3) days after the conclusion of such a hearing to render a decision which shall be in writing in each instance.

7. Having exhausted all possible remedies of the first procedural stage without having received satisfaction, the

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employee may then avail himself/herself of the provisions of the second procedural stage.

D. The Second Procedural Stage

1. If the employee is dissatisfied with the final decision arrived at under Section G hereof, he or she may then request, in writing, a hearing before the Superintendent of Schools. Such a hearing may be formal or informal depending on the request of the employee.

2. The employee or his/her representative must submit written statements of the results of conferences conducted in compliance with the requirements of Section C hereof.

3. The Personnel Administrator or the Assistant Superintendent for Instruction, having jurisdiction as set forth hereof, shall submit comparable written statements as required of the employee under Section D, paragraph 2 above.

4. The employee and the Personnel Administrator or the Assistant Superintendent for Instruction, having jurisdiction as set forth hereof, shall appear personally at the hearing before the Superintendent of Schools.

5. The Superintendent of Schools shall hold a hearing no later than five (5) days after receipt of written request for a hearing and shall render a written decision no later than five (5) days after the conclusion of such hearing.

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6. Having exhausted all remedies of the first and second procedural stages without having received satisfaction, the employee may avail himself/herself of the provisions of the third procedural stage.

E. The Third Procedural Stage

1. If the aggrieved employee is dissatisfied with the decision resulting under the second procedural stage, he or she may request a review of the alleged grievance and the prior decision thereon by a Staff Relationships Board of Appeals.

2. The Staff Relationships Board of Appeals shall be appointed by the Chief Executive Officer of the District to serve as follows:

- a) One resident of Uniondale Union Free School District who is neither in the employ of the school district nor is one of its elected officials;
- b) The elected chairperson of the certificated administrative staff;
- c) The President of the Uniondale Secretarial Association.

The above individuals shall serve during their elected or appointed terms of office from July 1 of one calendar year through June 30 of the succeeding calendar year;

- d) In the event that any member of the Staff Relationships Board of Appeals shall become involved as a party of an alleged grievance, he/she shall not serve as a member of said Board of Ap-

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peals for the purpose of settling the grievance in which he/she is involved and shall be replaced as a member of the Board of Appeals until such a time as a decision has been reached on his or her appeal;

- e) In the event that the "elected chairperson" referred to in Section E-2(b) shall for any given appeal become involved in a conflict of interest, the Chief Executive Officer shall appoint the elected Vice-President of the Administrative Staff; and
- f) In the event that the "President" referred to in Section E-2(c) shall for any given appeal become involved in a conflict of interest, the Chief Executive Officer shall appoint the elected Vice-President of the group.

3. The employee and/or his/her representative shall forward a written request for a review or a hearing to the Chief Executive Officer who will refer it to the Board of Appeals.

4. If the aggrieved employee desires that a hearing be held by the Staff Relationships Board of Appeals, the written request for the review shall so state.

5. The Staff Relationships Board of Appeals shall conduct its review or commence the formal hearing upon request of the aggrieved employee no later than ten (10) days after receipt of the request. In the event that a formal hearing has not been requested by the aggrieved employee and is desired by the Staff



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Relationships Board of Appeals, said Board may hold a formal hearing.

6. The employee and/or his/her representative shall supply the Board of Appeals with complete written documentation in triplicate of all previous hearings no more than five (5) days prior to the commencement of the review of the formal hearing.

7. The Chief Executive Officer shall also file with the Board of Appeals a statement in triplicate setting forth the substance of all prior hearings and decisions not later than five (5) days prior to the commencement of the review or hearing.

8. The employee and/or his/her representative, if any, and the Superintendent of Schools and/or his/her representative, if any, shall appear personally before such Board of Appeals.

9. The aggrieved employee and the Superintendent of Schools may summon witnesses and the Staff Relationships Board of Appeals may also summon witnesses and may take testimony.

10. The Staff Relationships Board of Appeals, after having summoned witnesses and/or advisors and after having taken testimony, shall render a decision in writing no later than ten (10) days after the close of such review or hearing. In the

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event of a split decision by the three members of the Board of Appeals, both a majority and a minority opinion may be presented.

11. The Staff Relationships Board of Appeals shall forward its decision, in writing, to the Board of Education, to the aggrieved employee, and to the Superintendent of Schools. Such communication shall carry wording to the effect that under the laws of the State of New York such decision is advisory only and intended to assist the Board of Education in arriving at a final decision.

12. Upon receipt of the decision of the Staff Relationships Board of Appeals, the Board of Education shall, within thirty (30) calendar days after receipt of said decision, either approve or disapprove of it. The Board of Education shall be guided by those constitutional, statutory and regulatory limitations which pertain to all school district affairs. Its decision shall be final subject only to the usual appeals to the courts available under existing law.

13. The aggrieved employee may be represented by counsel or other qualified person of his or her own selection at all proceedings set forth herein.

F. Review and Procedural Changes

1. The provisions included in this Personnel Relationships Program (Grievance Procedure) may be reviewed and

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amended at any time by the Board of Education after consultation with the Superintendent of Schools. The Superintendent may initiate such review and amendment after full discussion and consideration by representatives of the staff.

G. Lines of Authority to be Followed by Personnel Utilizing Grievance Procedures.

1. Elementary Clerical Staff to Principal, to Personnel Administrator, to Superintendent of Schools.

2. Junior and Senior High School Clerical Staff to Department Head or representative, if any, to Assistant Principal, to Principal, to Personnel Administrator, to Superintendent of Schools.

3. Clerical Personnel in the Office of Reading Supervisor and in Office of Supervisor of Maintenance to appropriate Supervisor, to Personnel Administrator, to Superintendent of Schools.

4. Clerical Personnel in the offices of the Superintendent of Schools and the Assistant Superintendent for Instruction, to the Assistant Superintendent for Instruction, to the Superintendent of Schools. Clerical Personnel in the office of the Assistant Superintendent for Business Affairs, to the Assistant Superintendent for Business Affairs, to the Personnel Administrator, to the Superintendent of Schools.

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ARTICLE IX - SALARIES

A. For the duration of this agreement, employees shall be paid according to the salary schedules attached hereto as Appendix "B".

B. The salary schedules shall be developed as follows:

1. The 2001-02 salary schedule shall be established by taking the 2000-01 salary schedule and increasing Steps 1-15 by three and one-half percent (3.5%).
2. The 2002-03 salary schedule shall be established by taking the 2001-02 salary schedule and increasing Steps 1-15 by three and one-half percent (3.5%).
3. The 2003-04 salary schedule shall be established by taking the 2002-03 salary schedule and increasing Steps 1-15 by three and one-half percent (3.5%).
4. The 2004-05 salary schedule shall be established by taking the 2003-04 salary schedule and increasing Steps 1-15 by three and one-half percent (3.5%).
5. The 2005-06 salary schedule shall be established by taking the 2004-05 salary schedule and increasing Steps 1-15 by three and one-half percent (3.5%).
6. Increments, where due, shall be paid.

Employees shall be eligible for longevity increments as follows:

Commencing in the 16th year of employment,  
10 month employees: \$ 813  
12 month employees: \$ 975

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Commencing in the 18th year of employment,  
10 month employees: \$ 1,022  
12 month employees: \$1,225

Commencing in the 20th year of employment,  
10 month employees: \$1,230  
12 month employees: \$1,475

C. The District reserves the right to withhold any increment for less than satisfactory service, but otherwise, the step increments shall be automatic.

D. Whenever a member of the unit qualifies for and is appointed to a higher paying adjacent position on the salary schedule, the employee shall move laterally on the salary schedule and the appointee shall be entitled to make annual step advancements to the top of the schedule regardless of the actual years of employment in the position. Whenever such an appointment is to a non-adjacent classification, the employee shall be placed laterally less one step. However, vacation, longevity and other benefits shall continue to be measured by the actual years of employment and not by the new step position.

E. Ten-month employees shall have the option of receiving their salaries in twenty-six (26) paychecks. Such option must be exercised by August the 10th of each year and may not be changed for the year once exercised.

F. Any part-time employee who moves to a full-time position shall receive pro-rata credit for step placement purpos-

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es for his/her years of part-time service. This clause applies to all employees hired on or after November 12, 1993.

ARTICLE X - WORK YEAR

A. Ten-Month Employees - The work year for this class of employees extends from September 1st through the following June 30th. The Association and the District have mutually agreed the District shall have the right to call in the ten-month employees employed in the elementary schools five (5) working days immediately preceding Labor Day.

Ten-month employees in the High School and Middle Schools may be called in to work (10) working days immediately preceding Labor Day.

In lieu of a vacation entitlement or specifically paid holidays, these employees are not required to work on days when school is not in session except that those days from September 1 preceding the opening of school and those following the close of school up to June 30 shall be work days, except for Labor Day.

Any employee in this class who is employed by the District to work during the months of July or August shall not be hired as a substitute and shall be entitled to leaves and sick time accrual during such period of employment.

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B. Twelve Month Employees - Work year extends from July 1 through the following June 30th of each year.

ARTICLE XI - TAX SHELTERED ANNUITIES

The District shall accept applications for reductions in or deductions from the contract salary, the amount of such reductions to be remitted to a tax-sheltered annuity program. The carrier shall be determined by the Association but the District shall not be required to make deductions for, and payment to more than five (5) companies.

All applications for deductions or reductions shall contain a clause saving the District harmless for the said deductions or reductions after transmittal.

All payroll deductions for such annuities shall commence with the first payroll in January only.

ARTICLE XII - GENERAL PROVISIONS

1. No employee shall be granted time off for Association business or training.

2. In each working day each employee shall be entitled to one or two breaks not exceeding a combined total of thirty (30) minutes.

10/23/01

3. During the months of July and August, the scheduled lunch hour shall be reduced to one-half hour so that the employees may be released from work at 3:30 P.M. instead of 4:00 P.M.

4. Regularly employed part-time personnel shall be employed for three and one-half hours per day at one-half of the listed pay rates, and shall be entitled to pro-rated leaves and sick days. Such employees shall also be entitled to receive one day's pay (at their daily rate) as holiday pay in their last paycheck of June, provided they have been employed by the District for the entire school year.

5. No employee shall be required to work alone in a building unless the custodial or security personnel assigned to said building during the required working period makes periodic checks as to the safety and well-being of such employee. Such checks shall be not less frequently than once in each two-hour period.

6. Each employee shall receive an annual evaluation by his/her immediate supervisor as to the satisfactory or unsatisfactory nature of the services rendered by said employee. Said evaluation report shall be submitted to the Superintendent of Schools within thirty (30) days of the close of the employee's year of employment, and following his/her review thereof, shall be filed in the employee's personnel file.



10/23/01

13. No member of this unit shall be required to accept calls from teachers who are unable to work or to make calls for substitute teachers except during regular hours of employment.

14. In line with past practice, a limited number of unit members may, in the discretion of the Board, be granted permission to attend professional conferences and/or workshops, at the District's expense.

15. The District shall pay employees summoned to serve as jurors the difference between their regular rate of pay and their jury duty compensation. This shall be accomplished by employees returning their jury duty fees to the District, except for travel expenses.

16. The Association and the District agree that the provisions of this Agreement shall be administered so as to comply with the Americans with Disabilities Act (ADA) and any federal regulations and guidelines issued thereunder on a case-by-case basis.

#### ARTICLE XIII - UNEMPLOYMENT INSURANCE ELIGIBILITY

Ten (10) month District employees shall not be eligible for unemployment benefits unless laid off. Those employees filing a claim over the periods indicated below shall be deemed to have resigned from their jobs.

10/23/01

During the term of this Agreement, and for the purpose of this article only, until a successor agreement is executed, each member of the Unit, employed by the District for less than a full twelve (12) month period, who is employed in any capacity by the District as of the last day of any academic year or term, or the last day preceding any customary and established school vacation period, holiday recess of schools or other school recess, shall continue to be employed in the same capacity at the commencement of the ensuing academic year or term and at the commencement of the period immediately following such vacation period, holiday recess or other school recess, unless such unit member is given written notice before the last day of such academic year or term or the last day preceding such vacation period, holiday recess or other school recess that his/her said services will not be resumed at the commencement of the aforesaid ensuing academic year or term, or period immediately following such holiday, vacation or recess.

It is understood and agreed that, subject to the specific provisions of this Article relating to continuation of services, the provisions of this Article are not intended to nor shall same be construed:

10/23/01

1. To deprive any unit member employed by the District legal employment rights that such employee possesses in the absence of this Article;

2. To deprive the District of any other legal rights with regard to terminations.

The provisions of this Article only shall not be subject to the grievance procedure.

ARTICLE XIV - TAYLOR LAW NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

UNIONDALE UNION FREE SCHOOL DISTRICT

By: Mary R. Carnie  
Superintendent 12/11/01

UNIONDALE SECRETARIAL ASSOCIATION

By: Patricia S. [Signature]  
Co-President

By: Diana Williams  
Co-President

10/23/01

APPENDIX A

1. Real Property Title and Mortgage Closings.
2. Income tax hearings required by the state, city or federal governments.
3. Adoption hearings.
4. Court appearances.
5. Graduation exercises of employee, spouse or child.
6. Emergency hospital registration of family members.
7. Honors and awards ceremonies involving employee, spouse or child.
8. Emergency family situations.
9. Death of a close friend or relative outside the immediate family.

**APPENDIX B**  
**UNIONDALE UNION FREE SCHOOL DISTRICT**  
**UNIONDALE, NEW YORK**

**2001-2002 SALARY SCHEDULE - OFFICE STAFF-EFFECTIVE 7/1/01**  
**(10-MONTH SALARIES IN PARENTHESIS)**

<b><u>STEP</u></b>	<b><u>CLASS AA</u></b>	<b><u>CLASS A</u></b>	<b><u>CLASS B</u></b>	<b><u>CLASS C</u></b>	<b><u>CLASS D</u></b>
1	31,391	27,751	25,732 (21,443)	24,722 (20,602)	24,392 (20,327)
2	32,320	28,680	26,657 (22,214)	25,732 (21,443)	25,403 (21,169)
3	33,331	29,690	27,710 (23,092)	26,657 (22,214)	26,328 (21,940)
4	34,297	30,653	28,635 (23,863)	27,670 (23,058)	27,340 (22,783)
5	35,225	31,585	29,690 (24,742)	28,587 (23,823)	28,258 (23,548)
6	36,188	32,545	30,653 (25,544)	29,600 (24,667)	29,271 (24,392)
7	37,158	33,515	31,664 (26,386)	30,482 (25,402)	30,153 (25,127)
8	38,085	34,446	32,600 (27,167)	31,451 (26,209)	31,121 (25,934)
9	39,005	35,364	33,650 (28,041)	32,414 (27,011)	32,085 (26,737)
10	40,020	36,377	34,573 (28,811)	33,343 (27,786)	33,013 (27,511)
11	40,990	37,348	35,628 (29,690)	34,353 (28,627)	34,023 (28,353)
12	41,955	38,316	36,555 (30,463)	35,275 (29,396)	34,945 (29,121)
13	42,928	39,285	37,562 (31,302)	36,294 (30,246)	35,965 (29,972)
14	43,931	40,293	38,575 (32,146)	37,259 (31,049)	36,929 (30,775)
15	45,511	41,871	40,240 (33,533)	38,922 (32,435)	38,593 (32,161)

11/15/01

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Longevity increment commencing 16th year of employment:

\$975	12-month employees
\$813	10-month employees

Longevity increment commencing 18th year of employment:

\$1,225	12-month employees
\$1,022	10-month employees

Longevity increment commencing 20th year of employment:

\$1,475	12-month employees
\$1,230	10-month employees

Class AA	Senior Account Clerk
Class A	Account Clerk, Business Machine Operator, Multi-Keyboard Operator, Senior Stenographer
Class B	Stenographer
Class C	Typist-Clerk, Telephone Operator
Class D	Clerk

*Adm. Serv. Div.*  
12/4/01  
*[Signature]*

**APPENDIX B**  
**UNIONDALE UNION FREE SCHOOL DISTRICT**  
**UNIONDALE, NEW YORK**

**2002-03 SALARY SCHEDULE - OFFICE STAFF-EFFECTIVE 7/1/02**  
**(10-MONTH SALARIES IN PARENTHESIS)**

<b><u>STEP</u></b>	<b><u>CLASS AA</u></b>	<b><u>CLASS A</u></b>	<b><u>CLASS B</u></b>	<b><u>CLASS C</u></b>	<b><u>CLASS D</u></b>
1	32,489	28,722	26,633 (22,194)	25,587 (21,323)	25,246 (21,038)
2	33,451	29,684	27,590 22,991	26,633 (22,194)	26,292 (21,910)
3	34,498	30,729	28,680 (23,900)	27,590 (22,991)	27,249 (22,708)
4	35,497	31,726	29,637 (24,698)	28,638 (23,865)	28,297 (23,580)
5	36,458	32,690	30,729 (25,608)	29,588 (24,657)	29,247 (24,372)
6	37,454	33,684	31,726 (26,438)	30,636 (25,530)	30,295 (25,246)
7	38,458	34,688	32,772 (27,310)	31,549 (26,291)	31,208 (26,006)
8	39,418	35,652	33,741 (28,118)	32,552 (27,126)	32,210 (26,842)
9	40,370	36,602	34,828 (29,022)	33,548 (27,956)	33,208 (27,673)
10	41,421	37,650	35,783 (29,819)	34,510 (28,759)	34,168 (28,474)
11	42,425	38,655	36,875 (30,729)	35,555 (29,629)	35,214 (29,345)
12	43,423	39,657	37,834 (31,529)	36,510 (30,425)	36,168 (30,140)
13	44,430	40,660	38,877 (32,398)	37,564 (31,305)	37,224 (31,021)
14	45,468	41,703	39,925 (33,271)	38,563 (32,136)	38,222 (31,852)
15	47,104	43,336	41,648 (34,707)	40,284 (33,570)	39,944 (33,287)

*Approved by the Board of Education  
 12/4/01*

Longevity increment commencing 16th year of employment:

\$975	12-month employees
\$813	10-month employees

Longevity increment commencing 18th year of employment:

\$1,225	12-month employees
\$1,022	10-month employees

Longevity increment commencing 20th year of employment:

\$1,475	12-month employees
\$1,230	10-month employees

Class AA	Senior Account Clerk
Class A	Account Clerk, Business Machine Operator, Multi-Keyboard Operator, Senior Stenographer
Class B	Stenographer
Class C	Typist-Clerk, Telephone Operator
Class D	Clerk

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12/4/01  
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**APPENDIX B**  
**UNIONDALE UNION FREE SCHOOL DISTRICT**  
**UNIONDALE, NEW YORK**

**2003-2004 SALARY SCHEDULE - OFFICE STAFF-EFFECTIVE 7/1/03**  
**(10-MONTH SALARIES IN PARENTHESIS)**

<b><u>STEP</u></b>	<b><u>CLASS AA</u></b>	<b><u>CLASS A</u></b>	<b><u>CLASS B</u></b>	<b><u>CLASS C</u></b>	<b><u>CLASS D</u></b>
1	33,626	29,727	27,565 (22,971)	26,483 (22,069)	26,130 (21,774)
2	34,622	30,723	28,556 23,796	27,565 (22,971)	27,212 (22,677)
3	35,705	31,805	29,684 (24,737)	28,556 (23,796)	28,203 (23,503)
4	36,740	32,836	30,674 (25,562)	29,640 (24,700)	29,287 (24,405)
5	37,734	33,834	31,805 (26,504)	30,624 (25,520)	30,271 (25,225)
6	38,765	34,863	32,836 (27,363)	31,708 (26,424)	31,355 (26,130)
7	39,804	35,902	33,919 (28,266)	32,653 (27,211)	32,300 (26,916)
8	40,797	36,900	34,922 (29,102)	33,691 (28,075)	33,337 (27,781)
9	41,783	37,883	36,047 (30,038)	34,722 (28,934)	34,370 (28,642)
10	42,871	38,968	37,035 (30,863)	35,718 (29,766)	35,364 (29,471)
11	43,910	40,008	38,166 (31,805)	36,799 (30,666)	36,446 (30,372)
12	44,943	41,045	39,158 (32,633)	37,788 (31,490)	37,434 (31,195)
13	45,985	42,083	40,238 (33,532)	38,879 (32,401)	38,527 (32,107)
14	47,060	43,163	41,322 (34,435)	39,913 (33,261)	39,560 (32,967)
15	48,753	44,853	43,106 (35,922)	41,694 (34,745)	41,342 (34,452)

10/10/04 D.V. [signature] 10/10/04 [signature]

Longevity increment commencing 16th year of employment:

\$975	12-month employees
\$813	10-month employees

Longevity increment commencing 18th year of employment:

\$1,225	12-month employees
\$1,022	10-month employees

Longevity increment commencing 20th year of employment:

\$1,475	12-month employees
\$1,230	10-month employees

Class AA	Senior Account Clerk
Class A	Account Clerk, Business Machine Operator, Multi-Keyboard Operator, Senior Stenographer
Class B	Stenographer
Class C	Typist-Clerk, Telephone Operator
Class D	Clerk

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**APPENDIX B**  
**UNIONDALE UNION FREE SCHOOL DISTRICT**  
**UNIONDALE, NEW YORK**

**2004-2005 SALARY SCHEDULE - OFFICE STAFF-EFFECTIVE 7/1/04**  
**(10-MONTH SALARIES IN PARENTHESIS)**

<b><u>STEP</u></b>	<b><u>CLASS AA</u></b>	<b><u>CLASS A</u></b>	<b><u>CLASS B</u></b>	<b><u>CLASS C</u></b>	<b><u>CLASS D</u></b>
1	34,803	30,767	28,530 (23,775)	27,410 (22,841)	27,045 (22,536)
2	35,834	31,798	29,555 24,629	28,530 (23,775)	28,164 (23,471)
3	36,955	32,918	30,723 (25,603)	29,555 (24,629)	29,190 (24,326)
4	38,025	33,985	31,748 (26,457)	30,677 (25,565)	30,312 (25,259)
5	39,055	35,018	32,918 (27,432)	31,696 (26,413)	31,330 (26,108)
6	40,122	36,083	33,985 (28,321)	32,818 (27,349)	32,452 (27,045)
7	41,197	37,159	35,106 (29,255)	33,796 (28,163)	33,431 (27,858)
8	42,225	38,192	36,144 (30,121)	34,870 (29,058)	34,504 (28,753)
9	43,246	39,209	37,309 (31,089)	35,937 (29,947)	35,573 (29,644)
10	44,371	40,332	38,331 (31,943)	36,968 (30,808)	36,602 (30,502)
11	45,447	41,408	39,502 (32,918)	38,087 (31,739)	37,722 (31,435)
12	46,516	42,482	40,529 (33,775)	39,111 (32,592)	38,744 (32,287)
13	47,595	43,556	41,646 (34,706)	40,240 (33,535)	39,875 (33,231)
14	48,707	44,674	42,768 (35,640)	41,310 (34,425)	40,945 (34,121)
15	50,459	46,423	44,615 (37,179)	43,153 (35,961)	42,789 (35,658)

12/2/04 for 2004-2005

Longevity increment commencing 16th year of employment:

\$975 12-month employees

\$813 10-month employees

Longevity increment commencing 18th year of employment:

\$1,225 12-month employees

\$1,022 10-month employees

Longevity increment commencing 20th year of employment:

\$1,475 12-month employees

\$1,230 10-month employees

Class AA Senior Account Clerk

Class A Account Clerk, Business Machine Operator  
Multi-Keyboard Operator, Senior Stenographer

Class B Stenographer

Class C Typist-Clerk, Telephone Operator

Class D Clerk

12/3/01 12/4/01  

**APPENDIX B**  
**UNIONDALE UNION FREE SCHOOL DISTRICT**  
**UNIONDALE, NEW YORK**

**2005-2006 SALARY SCHEDULE - OFFICE STAFF-EFFECTIVE 7/1/05**  
**(10-MONTH SALARIES IN PARENTHESIS)**

<b><u>STEP</u></b>	<b><u>CLASS AA</u></b>	<b><u>CLASS A</u></b>	<b><u>CLASS B</u></b>	<b><u>CLASS C</u></b>	<b><u>CLASS D</u></b>
1	36,021	31,844	29,529 (24,607)	28,640 (23,640)	27,992 (23,325)
2	37,088	32,911	30,589 25,491	29,529 (24,607)	29,150 (24,292)
3	38,248	34,070	31,798 (26,499)	30,589 (25,491)	30,212 (25,177)
4	39,356	35,174	32,859 (27,383)	31,751 (26,460)	31,373 (26,143)
5	40,422	36,244	34,070 (28,392)	32,805 (27,337)	32,427 (27,022)
6	41,526	37,346	35,174 (29,312)	33,967 (28,306)	33,588 (27,992)
7	42,639	38,460	36,335 (30,279)	34,979 (29,149)	34,601 (28,833)
8	43,703	39,529	37,409 (31,175)	36,090 (30,075)	35,712 (29,759)
9	44,759	40,581	38,615 (32,177)	37,195 (30,995)	36,818 (30,682)
10	45,924	41,744	39,673 (33,061)	38,262 (31,886)	37,883 (31,570)
11	47,037	42,857	40,885 (34,070)	39,420 (32,850)	39,042 (32,535)
12	48,144	43,969	41,948 (34,957)	40,480 (33,733)	40,100 (33,417)
13	49,260	45,080	43,104 (35,921)	41,648 (34,709)	41,271 (34,394)
14	50,411	46,238	44,265 (36,887)	42,756 (35,630)	42,378 (35,315)
15	52,225	48,048	46,177 (38,480)	44,663 (37,220)	44,287 (36,906)

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Longevity increment commencing 16th year of employment:

\$975	12-month employees
\$813	10-month employees

Longevity increment commencing 18th year of employment:

\$1,225	12-month employees
\$1,022	10-month employees

Longevity increment commencing 20th year of employment:

\$1,475	12-month employees
\$1,230	10-month employees

Class AA	Senior Account Clerk
Class A	Account Clerk, Business Machine Operator, Multi-Keyboard Operator, Senior Stenographer
Class B	Stenographer
Class C	Typist-Clerk, Telephone Operator
Class D	Clerk

12/2/01 12/4/01